UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. NINE WEST FOOTWEAR CORP. and JONES APPAREL GROUP, INC., successor in interest to NINE WEST GROUP, INC., Defendants.	CIVIL ACTION NO. 04 CV 7781 ECF Case

CONSENT DECREE

FINAL VERSION

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PART I GENERAL PROVISIONS

Section 101 Introduction

The Plaintiff Equal Employment Opportunity Commission ("EEOC" or "Commission") and Defendants Nine West Footwear Corp., successor in interest to Nine West Group, Inc., and Jones Apparel Group, Inc. (collectively "Defendants") have agreed to resolve this action by the terms of this Consent Decree ("Decree") as set forth below.

On September 30, 2004, the Commission brought this action under Title VII of the Civil Rights Act of 1964, to correct unlawful discrimination on the basis of sex and national origin and to make whole Karen Leon and the class of individuals who were harassed based on their sex and/or their national origin and/or retaliated against by Defendants. EEOC's complaint alleges that the sexual harassment included, but was not limited to, solicitations for sex, sexually explicit jokes and comments, unwelcome sexual advances and gestures and physical groping of female employees by a male manager. The national origin harassment included, but was not limited to, repeated offensive and demeaning comments and ridicule based on their national origin. The complaint further alleges that although female employees repeatedly complained about the harassment, Defendants made no efforts reasonably calculated to prevent or eradicate the continuing behavior and hostile work environment.

The complaint also alleges that Defendants constructively discharged Karen Leon and similarly situated female employees by failing to remedy the hostile work environment and by subjecting them to conditions that were so intolerable that they were forced to resign. The complaint further alleges that Defendants retaliated against Karen Leon after she complained of harassment based on her sex and national origin.

Through this action, the Commission seeks injunctive relief and monetary damages for all individuals affected by Defendants' discriminatory acts.

Section 102 Purpose of the Decree

A. The parties, defined as the EEOC and Defendants, desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which any of Defendants may merge or with which any of them may consolidate. Defendants shall provide notice and a copy of this Consent Decree to any successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which any of Defendants may merge or with which any of them may consolidate.

B. The Consent Decree resolves all issues relating to the class of individuals described in EEOC's complaint except for the individual claims of Karen Leon. Ms. Leon filed EEOC charge number 160-2004-01345, which served as the jurisdictional prerequisite in this case. EEOC shall issue a Notice of Right to Sue letter to Karen Leon for EEOC Charge Number 160-2004-01345 upon request or within 30 days of the Court's preliminary approval of the Decree. Defendants agree that this Decree in no way prohibits Karen Leon from proceeding with any or all of her individual claims. The Decree does not resolve any charge of discrimination currently pending before the EEOC, or any charge that may be filed in the future, other than the charge listed above as it relates to the class of individuals described in EEOC's complaint. The

EEOC reserves all rights to proceed regarding matters not covered in this Consent Decree.

C. The terms of this Decree represent the full and complete agreement of the parties. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

D. This Consent Decree does not constitute an admission by Defendants to any violations of those provisions of Title VII of the 1964 Civil Rights Act prohibiting sex discrimination, and Defendants denies any such violations.

Section 103 Prohibited Conduct and Injunction to Not Discriminate

A. Defendants, their managers, officers, agents, successors, and assigns are hereby enjoined from discriminating against any individual because of the individual's sex or national origin and from retaliating against any individual because that individual is a beneficiary of this Decree, has filed a complaint, or has provided information, assistance, or participated in any other manner in the investigation or litigation of this matter.

B. Nothing in this Consent Decree shall be construed to limit or reduce Defendants' obligations to comply with the statutes enforced by the Commission: Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq.*, and Equal Pay Act, 29 U.S.C. §206(d).

Section 104 Consent to Jurisdiction

A. The Commission and Defendants agree that this Court has jurisdiction over the subject matter of this litigation and the parties for the duration of this Decree, that venue is proper, and all administrative prerequisites have been met. No party shall contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

B. The Court shall retain jurisdiction over this Action for the duration of the Decree for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. In any action to enforce the terms of this Decree, the Court will have full authority to order any remedy the Court deems appropriate, including, but not limited to, specific performance and/or extension of the Decree beyond the three year term.

Section 105 Implementation of the Decree

The Commission and Defendants agree to take all steps that may be necessary to fully effectuate the terms of this Consent Decree.

Section 106 Amendments to the Decree

By mutual consent of the parties, this Consent Decree may be amended in the interest of justice and fairness and to facilitate execution of the Decree's provisions. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Decree, and approved or ordered by the Court, except that the Parties may mutually agree to modify the procedures in Sections 202 and 203 without approval of the Court or as otherwise indicated herein.

Section 107 Duration of the Decree

A. The Consent Decree shall remain in effect for three (3) years from the final approval date of the Decree. The effective date of the Decree shall be the date it is signed by and receives final approval from the Court. The Decree shall not expire against any signatory while any enforcement action is pending against that signatory.

B. If the EEOC has notified Defendants in writing not less than 15 days in advance of the termination of the Decree that Defendants are not in compliance with any sections of the Decree, Defendants' obligations under the Decree shall remain in effect until the EEOC determines that the Defendants are in compliance.

Section 108 Severability

If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following shall apply to insure that the Decree continues to effectuate the intent of the Parties. The provisions of this Decree which are not rendered unlawful, unenforceable or incapable of performance as a result of such legislative act or court decision, shall remain in full force and effect, and the Parties' responsibilities shall not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of the Decree would be undermined.

Section 109 Breach of Decree

The parties agree that they will cooperate to effectuate and implement all terms and conditions of this Decree, and exercise good faith efforts to accomplish the terms and conditions of this Decree. The Commission and all Defendants agree to confer regarding any dispute arising from the implementation of this Decree. In the event the parties are unable to resolve this dispute, any action relating to this Decree shall be filed in the Court that approves this Decree. This Decree shall be construed under applicable federal law.

Section 110 Notices

Except as otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered, faxed or sent by certified, registered or overnight mail to the following persons (or their designated successors):

For EEOC:

Robert D. Rose
U.S. EEOC
33 Whitehall Street
5th floor
New York, NY 10004
Fax: 212.336.3623

For Defendants:

Howard Robbins
Paul Salvatore
Proskauer Rose
1585 Broadway
New York, NY 10036-8299
Fax: 212.969.2900

Patricia Anne Lind
Associate General Counsel
Jones Apparel Group
1129 Westchester Avenue
White Plains, New York 10604
Fax: 914.640.3473

Any party may change such addresses by written notice to the other parties that sets forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may, after agreement memorialized in writing, send each other such notifications, reports and communications by email.

PART II

SYSTEMIC RELIEF

Section 201 Posting and Distribution of Notices

A. Posting of Notice of Resolution

Within ten (10) days of the final approval date of this Decree, Defendants shall conspicuously post and maintain a "Notice of Resolution" regarding this lawsuit (attached as Exhibit A), in all prominent places where employee notices are posted at Defendants' facility at 1129 Westchester Avenue in White Plains, New York (hereinafter "White Plains facility"). This Notice shall remain posted for one (1) year commencing with the effective date of the Decree.

B. Provision of Notice and Memo to Employees

Within ten (10) days of the final approval date of this Decree, Defendants shall provide a copy of the Notice of Resolution (exhibit A) and a memo setting forth the requirements of Title VII (attached as exhibit B), to all employees at Defendants' White Plains facility. For the duration of the Decree, Defendants shall provide the same Notice of Resolution and memo to all future employees at the White Plains facility at the commencement of their employment.

C. Posting of EEO Posters

All Defendants will post EEO posters in places visually accessible to applicants and employees of Defendants as required by federal regulations.

Section 202 Non-Discrimination Policy and Complaint Procedures

A. Required Content of Non-Discrimination Policies and Procedures

Defendants shall maintain comprehensive policies prohibiting all forms of employment discrimination made unlawful under federal laws. Defendants also shall maintain effective complaint procedures for discrimination complaints which ensure that a thorough, fair and timely investigation of complaints are conducted by a qualified and trained person(s). The policies and procedures shall set forth Defendants' commitment to equal opportunity in all aspects of employment and, at a minimum, set forth the following:

1. A detailed explanation of prohibited conduct;

2. The assurance that Defendants will not retaliate against employees who make complaints of discrimination, who oppose practices they consider to be unlawfully discriminatory, and/or who participate in protected activity or who provide information related to complaints of discrimination;

3. A clearly described complaint process that provides accessible avenues of complaint with a number of choices of individuals to whom complaints can be made, including

persons outside the employee's chain of command;

4. The assurance that Defendants will accept any and all complaints from employees who wish to file complaints internally. The policies shall state that the filing of anonymous complaints is permitted and include safeguards to preserve the anonymity when requested by a complainant;

5. The assurance that Defendants will keep confidential to the extent possible and not publicize unnecessarily the subject matter of the complaints or the identity of the complainants;

6. A complaint process that provides a prompt, thorough, and effective investigation, including interviewing complainant and all witnesses and obtaining and reviewing all material documents identified by the complainant or respondent to the extent necessary to reach a reasonable conclusion concerning the allegations;

7. A requirement that such investigations be thoroughly documented in written form;

8. Upon completion of an investigation into a discrimination complaint, promptly communicate to the complainant and the respondent a summary of the conclusions reached as a result of the investigation;

9. The assurance that Defendants will take prompt and appropriate corrective action when it determines that discrimination has occurred;

10. A strict requirement that any manager who observes or learns of possible discrimination report it immediately;

11. Defendants shall provide an optional complaint form with their Policies and

Procedures.

B. EEOC Approval of Non-Discrimination Policies and Procedures

Defendants have adopted the attached Anti-Discrimination and Anti-Harassment Policy prior to the execution of this Decree (Exhibit C). Under no circumstances shall the EEOC, by commenting or electing not to comment on Defendants' Policies and Procedures, be deemed to have waived its right to investigate or litigate any alleged violation of federal law enforced by the EEOC, related to or resulting from the implementation of any such policy.

C. Issuance of Policies and Procedures

Defendants shall issue their Policies and Procedures concerning discrimination to all employees within ten (10) days of the final approval date of the Decree. The Policies and Procedures shall be issued with a letter signed by the President of Defendant Jones Apparel Group, Inc. affirming Defendants' commitment to maintaining a work environment free of discrimination. Defendants shall include their updated Policies and Procedures in their Employee Handbook. Defendants shall provide all new employees with copies of the Policies and Procedures within five (5) days of the commencement of their employment.

D. Modification of Policies and Procedures

If Defendants wish to modify their Policies and Procedures concerning discrimination during the term of the Decree, it shall do so only after submitting the modified Policies and Procedures to the EEOC for approval and receiving such approval in writing.

Section 203 Training

A. Initial Training

1. Approval by the EEOC

Within thirty (30) days of the final approval date of the Decree, Defendants shall submit to the EEOC proposed training programs for (a) non-supervisory employees, (b) supervisory and management employees, and (c) human resource employees at their White Plains facility. Each training program will include the following: (a) a detailed agenda with proposed training materials, (b) curricula vitae(s) for the individual(s) who will conduct the training, (c) a plan to ensure that all employees receive the required training. The trainings shall be conducted by outside contractors selected by Defendants and approved by the Commission, except that training concerning the requirements of the Consent Decree shall be conducted by counsel for Defendants. The failure of Defendants to submit a proposed training program within thirty (30) days of the final approval date of the Decree shall be deemed a material breach of the Decree and the Court shall be notified of the breach.

2. Content and Duration of the Initial Training

The initial training shall review the rights and responsibilities of employees under federal anti-discrimination laws and how such laws define unlawful discrimination. The training shall include examples of unlawful conduct. The training also will cover Defendants' anti-discrimination policies and procedures with particular emphasis on the internal complaint, investigation and remediation process and an employee's right to file with EEOC and state or local agencies. The training also shall cover the requirements of this Consent Decree. The training shall be three (3) hours in duration. Within thirty (30) days of receiving Defendants' training proposal, the EEOC will advise Defendants of any changes to be implemented by Defendants and/or approve the training program.

3. Scheduling and Confirmation of Training

Within ninety (90) days of receiving approval of the training program from EEOC, Defendants shall complete all initial training programs. All non-supervisory employees, supervisory and management employees, and human resource employees shall attend the appropriate initial training session. Within ten (10) days of any training session, Defendants shall provide the EEOC with an attendance sheet that includes the date, the names of those in attendance and the signatures of those in attendance. The failure of Defendants to complete all initial training programs within ninety (90) days of the receiving approval of their program from EEOC, or the failure of Defendants to provide attendance sheets within ten (10) days of any training session, shall be deemed a material breach of the Decree and the Court shall be notified of the breach.

B. Annual Training

1. Annual Training for Non-supervisory Employees

On an annual basis, Defendants will provide all non-supervisory employees at its White Plains facility with at least two (2) hours of EEO training as described below in sub-paragraph 4. The failure of Defendants to provide two (2) hours of annual training to non-supervisory employees shall be deemed a material breach of the Decree and the Court shall be notified of the breach.

2. Annual Training for Management and Supervisory Employees

On an annual basis, Defendants will provide all supervisory and management employees at its White Plains facility with at least three (3) hours of EEO training as described below in sub-paragraph 4. The failure of Defendants to provide three (3) hours of annual training to supervisory and management employees shall be deemed a material breach of the Decree and the Court shall be notified of the breach.

3. Annual Training for Human Resources Employees

On an annual basis, Defendants will provide all human resource employees at its White Plains facility with at least six (6) hours of EEO training as described below in sub-paragraph 4. The failure of Defendants to provide six (6) hours of annual training to human resources employees shall be deemed a material breach of the Decree and the Court shall be notified of the breach.

4. Required Subjects of Annual Training

The annual training programs shall include:

a. For non-supervisory, supervisory and management, and human resources employees, instruction on the requirements of all applicable equal employment opportunity laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act and the Equal Pay Act, and a review of Defendants' non-discrimination policies and procedures with particular emphasis on the complaint procedure.

b. For supervisory, management and human resources employees, instruction on any policies and requirements related to this Consent Decree and instruction on the specific requirements of this Consent Decree and the proper procedures for responding to complaints of discrimination or harassment. Counsel for Defendants shall provide the training on policies and requirements related to this Decree.

C. Training for New Employees

1. Defendants shall provide two (2) hours of training for all new non-supervisory employees, three (3) hours of training for all new management/supervisory employees, and six (6) hours of training for all new human resource employees at its White Plains facility within thirty (30)

days of the commencement of their employment. The training shall review the rights and responsibilities of employees under federal anti-discrimination laws and how such laws define unlawful discrimination. The training shall include examples of unlawful conduct. The training also will cover Defendants' anti-discrimination policies and procedures with particular emphasis on the internal complaint, investigation and remediation process and an employee's right to file with EEOC and state or local agencies. The training also shall cover the requirements of this Consent Decree.

D. Reporting Requirements for Training

All employees attending any training session described in the above paragraphs shall print and sign their full name on an attendance sheet. Within ten (10) days of the completion any trainings described in the preceding paragraph, Defendants shall provide the Legal Unit of the EEOC, New York District Office, 33 Whitehall Street, 5th floor, New York, New York 10004 (attention: Robert D. Rose), with copies of all attendance sheets. For the duration of this Decree, on a semi-annual basis beginning six months after the effective date of the Decree, Defendants shall provide the Legal Unit of the EEOC, New York District Office, with attendance sheets pertaining to trainings given to new employees and a list of the employees, if any, who did not attend training as required.

E. Pre-Training Notification Requirement

At least thirty (30) days prior to the Initial and Annual trainings required under this Section, Defendants will provide the EEOC notice of the date, time and location of the scheduled training. The EEOC, at its discretion, may attend and observe one or more of the training sessions and may provide changes to be implemented by the trainer.

Section 204 Monitoring and Reporting

A. Monitoring by the EEOC

In addition to the other monitoring provisions contained in the Decree, the EEOC may monitor Defendants' compliance with the Consent Decree for the duration of the Decree through the inspection of Defendants' premises, records and interviews with employees at reasonable times. Defendants shall make available for inspection and copying any records reasonably related to the Decree, upon reasonable notice by the EEOC.

B. Reporting Requirements for Discrimination Complaints

For the duration of this Decree, every three months beginning three months after the effective date of the Decree, Defendants shall provide a written report to the Legal Unit of the EEOC, New York District Office (attention: Robert D. Rose), with information regarding any verbal or written complaints of discrimination from employees or applicants at its White Plains facility which were received during the preceding three months. The report shall include the name of the complainant, the name of the alleged harasser or discriminator, a list of each step taken by Defendants during the investigation, a summary of the complaint, the location, the results of any investigation of the complaint, and any remedial action taken by Defendants. The report shall include all open complaints and all complaints closed or resolved within the prior three months.

Section 205 Compliance with Record-keeping Requirements

A. Record Retention

For the duration of the Decree, Defendants agree to maintain such records as are necessary to demonstrate its compliance with the Decree and 29 C.F.R. §1602 *et seq.* and to verify that the reports submitted pursuant to the Decree are accurate.

Section 206 Miscellaneous

A. Management Evaluation and Accountability Policy

Within thirty (30) days of the final approval date of the Decree, Defendants shall modify existing procedures for evaluating the performance of managers and supervisors to include a factor encompassing compliance with Defendant's discrimination polices and procedures, and with federal anti-discrimination laws.

PART III

MONETARY AND OTHER RELIEF

Section 301 Claims Fund

A. Establishment of Claims Fund

Defendants agree to pay $600,000 into a Claims Fund to be distributed to female employees of Defendants who were subjected to sexual harassment, national origin harassment and/or retaliation by Defendants (hereinafter "claimants"). Defendants shall deposit the $600,000 into a segregated, interest bearing account at Wachovia Bank in Bristol, Pennsylvania within five (5) days of Preliminary Approval of this Decree by the Court (see §301.B immediately below).

B. Preliminary Approval of the Decree

"Preliminary approval" of the Decree shall refer to the provisional approval of the Decree by the Court pending the finalization of the Claimant List to be contained in Exhibit D and as discussed in §301.C.3 below.

C. Claims Process

1. Determination of Eligibility of Potential Claimants

The EEOC shall have sole discretion to determine the eligibility of potential claimants for relief under this Decree based on the Claim Form (Exhibit E) submitted by the potential claimant, the potential claimant's credibility and, if necessary, through interviews and a review of additional information and documents. Defendants shall comply in a timely manner, but not later than ten (10) days, with reasonable requests from the EEOC for information regarding potential claimants.

2. Determination of Monetary Awards for Claimants

The EEOC shall have sole discretion to determine the monetary awards to be distributed to claimants. The EEOC shall consider the following, *inter alia*, in determining monetary awards: a) the duration of the harassment suffered by the claimant, b) the frequency of the harassment suffered by the claimant, c) the nature and the severity of the harassment suffered by the claimant, d) whether the claimant complained about the harassment and, if so, when and to whom she complained, e) who harassed the claimant, f) whether the claimant was constructively discharged due to the harassment or terminated in retaliation for complaining about the harassment, g) whether the claimant was retaliated against in any way and h) the claimant's credibility. In EEOC's sole discretion, the monetary awards may include a *pro rata* share of any amount remaining in the Claims Fund after all distributions have been made including any interest earned by the Claims Fund account.

3. Claimant List

Upon determining the monetary awards to be distributed to claimants, the EEOC shall prepare a Claimant List (Exhibit D) and provide it to Defendants and the Court. The parties shall immediately seek final approval of the Decree upon the submission of Exhibit D to the Court.

4. Notification to Potential Claimants

Upon final approval of the Decree by the Court, the EEOC shall send a Notification

Letter to all potential claimants who submitted a Claim Form regarding their eligibility for a monetary award. The Notification Letter shall also contain the amount of the estimated monetary award for eligible claimants.

5. Objections by Claimants and Potential Claimants

A claimant or potential claimant may raise an objection to the EEOC's determination of eligibility by delivering to the Court and the EEOC a written explanation of the basis for the objection. Objections must be filed within forty-five (45) days of the EEOC's mailing of the Notification Letters, although the EEOC and the Court may consider late objections under compelling circumstances.

6. Fairness Hearing

After the deadline for submitting objections, the EEOC shall submit a list of all unresolved objections to the Court. The Court will conduct a fairness hearing to decide any unresolved objections. At least seven (7) days prior to the fairness hearing, the EEOC will provide an updated Claimant List to the Court and Defendants including any changes resulting from the informal resolution of any objections. The Court may approve the updated Claimant List or order modifications based on any objections.

D. Claimant Releases

Within five (5) days of receiving notice from the EEOC that no objections have been filed or that all objections have been resolved, or within five (5) days of receiving notice of the Court's approval of the Claimant List, Defendants shall send all claimants either a Limited Release (Exhibit F) or a General Release (Exhibit G). For all claimants who Defendants wish to receive a General Release, Defendants shall include a check for $1,000 made out to the claimant to enable the claimant to seek legal advice regarding the general release. Defendants shall provide a self-addressed, postage prepaid envelope to all claimants with their release forms. Defendants shall immediately notify the EEOC in writing that the releases have been sent to all claimants and include a copy of all $1,000 checks sent to claimants who receive General Releases.

E. Payments to Claimants

All claimants shall be required to submit an executed release form as a condition of receiving a monetary award. Defendants shall send a check drawn from the Claims Fund account to a claimant for her full monetary award amount within five (5) days of receiving a claimant's executed release. Defendants will issue tax forms 1099 and/or W-2 to each claimant, as appropriate. A copy of all checks sent to claimants shall be forwarded to the EEOC, 33 Whitehall St., 5th Floor, New York, New York, 10004-2112 (attention: Robert D. Rose) immediately upon issuance of the check.

F. Distribution of Unused Funds in Claims Fund

Under no circumstances shall any of the money in the Claims Fund revert to Defendants. Any money remaining after all distributions to claimants have been made shall be distributed to one or more 501(c)(3) organizations selected by the EEOC.

Section 302 References Provided to Individuals

Defendants agree to answer any and all inquiries by prospective employers regarding any claimant by informing the prospective employer only of the claimant's dates of employment, title(s) and salary and nothing more. Defendants shall not mention this action, or any other matter related to this action or the underlying charge of discrimination to prospective employers enquiring about any claimant's employment with Defendants.

PART IV

SIGNATURES

Each signatory to this Decree represents that each is fully authorized to execute this Decree and to bind the parties on whose behalf each signs.

Dated: September 7, 2005

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Elizabeth Grossman
Acting Regional Attorney

Lisa D. Sirkin
Supervisory Trial Attorney

Robert D. Rose
Senior Trial Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, New York, 10004
(212) 336-3708

Dated: AUGUST 24, 2005

NINE WEST FOOTWEAR CORP.

By:

Ira M. Dansky
Executive Vice President and Secretary

JONES APPAREL GROUP as successor in interest to NINE WEST GROUP, INC.

By:

Ira M. Dansky
Executive Vice President, Secretary and General Counsel

PRELIMINARY APPROVAL SO ORDERED this 20th day of September, 2005.

Stephen C Robinson

Hon. Stephen C. Robinson
United States Judge

FINAL APPROVAL SO ORDERED this 16th day of May, 2005.

Stephen C Robinson

Hon. Stephen C. Robinson
United States Judge